the transfer service than another, or is put to a greater expense, does not prove that the arrangement is unjust or unreasonable. As pointed out by both the Court and the Commission in our case, the proof must go further and show that the joint rates were not so divided as to compensate each carrier for the service each performs so that it would be right to shift a portion of the service, or the expense thereof, from one carrier to the other.

The burden of making such a showing was on the appellants. They failed to sustain this burden. In the absence of proof to the contrary, there is a strong presumption that the division of rates is fair, reasonable and compensatory. *Abilene Southern R. Co.* v. *U. S.*, 288 F. 102, affirmed 265 U.S. 274; *B. & O. case, supra.*

There is nothing new, novel or unique about the decisions rendered by the Commission and the Court in this case. Both applied correctly well-settled, common-sense principles of law. T&NO submits that the decision of the court below should be in all things affirmed.

Respectfully submitted,

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